

Nov 4 10 42 AM '02 *mc*

S71601SF

## WARRANTY DEED

BK 431 PG 484  
W.E. DAVIS CH. CLK.

THIS INDENTURE, made and entered into this 30<sup>th</sup> day of October, 2002, by and between Five Star Homes, Inc., a corporation organized and existing under and by virtue of the laws of the State of Tennessee, party of the first part, and Hilder Corbin, party of the second part,

**WITNESSETH:** That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the City of **Olive Branch**, County of **DeSoto**, State of **MS**.

**Lot 198, Golf Villas of Crumpler Place, P.U.D., Section 32, Township 1 South, Range 6 West as shown on plat of record in Book 65, Pages 38-40, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which reference is hereby made for a more particular description of said property.**

Being the same property conveyed to Grantor(s) herein as shown in Quit Claim Deed recorded @ Book 398 Page 515 in said Register's Office.

This conveyance is made subject to: Subdivision restrictions, building lines and easements of record as shown in Plat Book 56, Page 40 and in Plat Book 57, Page 1 and Plat Book 60, Page 24 and Plat Book 65, at Pages 38-40; Restrictive Covenants of record in the land deed records found in Book 348 at Page 308 as modified by amendment approved by the Mayor and Board of Alderman of the City of Olive Branch by order recorded in the land deed records found in Book 350 at Page 316; Declaration of Covenants of record in Book 283, Page 642; Restrictions contained in Reciprocal Easement Agreement recorded in Book 279, Page 318, as amended in Book 279, Page 343; Sewer Easement of record in Book 225, Page 269; Easement of record in Book 225, Page 267, as Modified by Partial Extinguishment of Easement in Book 331, Page 130; Ingress-egress easement of record in Book 286, Page 702; Ingress-egress easement of record in Book 297, Page 206; Declarations of Restrictions of record in Book 315, Page 624; Ingress/Egress Easement of record in Book 329, Page 302; Reciprocal Easement and Operation Agreement of record in Book 331, Page 132; Easement of record in Book 332, Page 14; all of the foregoing as recorded in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and further subject to an unrecorded easement dated March 30, 1998 between Alexander & Peoples, LLC, a Mississippi limited liability company and Desianna Properties, LLC; and further subject to subdivision, health department, zoning and other regulations in effect in DeSoto County, Mississippi, all in said Clerk's Office and 2002 City of Olive Branch and 2002 DeSoto County Taxes not yet due and payable.

Parcel No. ~~1069-3221-0.00~~ 1069-3221-0.00198.00

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his/her heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has good right to sell and convey the same; that the same is unencumbered, EXCEPT as setforth above, and that the title and quiet possession thereto it warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

Five Star Homes, Inc.

*Ryan*

File No: 99138

**"OWNER'S AFFIDAVIT"**

AFFIDAVIT AND INDEMNITY AGREEMENT AS TO LEASES, CONTRACTS, FIXTURES,  
ENCUMBRANCES, MECHANICS' LIENS, ETC.

STATE OF: **TENNESSEE**COUNTY OF: **SHELBY**

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Ryan E. Byrne**, Assistant Secretary of **Five Star Homes, Inc.**, known to me and being first duly sworn, deposes and says:

1. That it owns the real property in **DeSoto** County, **MS**; known municipally or referenced as follows:

To wit: **7395 Lauren Lane, Olive Branch, MS 38654**

2. That said owner is in possession of said property, and the following is a list of all tenants with rental terms:

NAME  
NONE

DATE FROM

DATE TO

3. That all indebtedness due anyone for labor, materials, or service which might be liens on said property are fully paid.  
4. That no security interest under the Uniform Commercial Code has been perfected against the improvements.  
5. That there are no judgments, pending litigation, executions or attachments in or from any court affecting said property of said owner(s).  
6. That no bankruptcy proceeding in any Federal Court has been filed against or by any owner of said property. There is no outstanding contract of sale, conveyance or encumbrance affecting said property, except:

**none**

7. That all persons who have executed or will execute instruments conveying or encumbering said property are at least 18 years old and are free from legal disability.  
8. That the undersigned makes this statement for the express purposes of inducing:

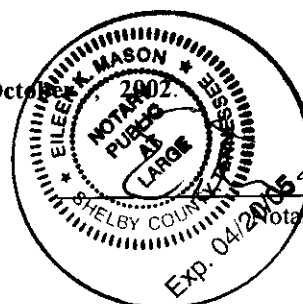
\_\_\_\_\_ to insure title to said property to be free from adverse claims or liens not otherwise herein stated, and of enabling said owner(s) to receive the consideration for sale, lease or mortgage of said property. Affiant guarantees and warrants the statements of fact herein, which shall be construed as a continual contractual obligation in favor of said companies.

9. That in consideration of the issuance of title insurance by said companies as aforesaid, the undersigned agrees to indemnify and hold harmless the above indicated title insurance company against all loss or expense on account of any matter or thing omitted from the foregoing factual statement, including expense of enforcing this agreement.  
10. That undersigned's United States Taxpayer Identification Number is \_\_\_\_\_ and my United States address is **7464 Lauren Lane, Olive Branch, MS 38654**  
11. That undersigned is not a "foreign person" as the term is defined in Section 1445 of the Internal Revenue Code.

Five Star Homes, Inc.

*Ryan E. Byrne*  
By: **Ryan E. Byrne, Assistant Secretary**

By: \_\_\_\_\_

Subscribed and sworn to before me this the **30th** day of **October**

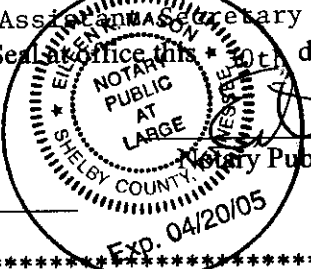
*Eileen K. Mason*  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned, Notary Public in and for said State and County, duly commissioned and qualified, personally appeared <sup>Ryan E. Byrne</sup> with whom I am personally acquainted, (or proven to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be <sup>Assistant Secretary</sup> (or other officer authorized to execute the instrument) of Five Star Homes, Inc. the within named bargainor, a corporation, and that he as such \*\* executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

WITNESS my hand and Notarial Seal at office this 30th day of October 2002.



My commission expires: \_\_\_\_\_

Property address: 7395 Lauren Lane  
Olive Branch, MS 38654

Grantor's address 7464 Lauren Lane  
Olive Branch, MS 38654

Phone No.: 662-893-3599  
Phone No.: N/A

Grantee's address 7395 Lauren Lane  
Olive Branch, MS 38654

Phone No.: N/A  
Phone No.: N/A

Mail tax bills to, (Person or Agency responsible for payment of taxes)

7395 Lauren Lane  
Olive Branch, MS 38654

This instrument prepared by:

MEMPHIS TITLE COMPANY  
6465 QUAIL HOLLOW, SUITE 300  
MEMPHIS, TN 38120

File No.: 502-1201

Return to: Austin Law Firm  
6928 Cobblestone Drive Ste # 100  
Southaven, MS 38672

PREPARED BY & RETURN TO:  
AUSTIN LAW FIRM, P.A.  
ATTORNEYS AT LAW  
6928 COBBLESTONE DRIVE, SUITE 100  
SOUTHAVEN, MS 38672  
662-893-3575

(FOR RECORDING DATA ONLY)